

IN SENATE OF THE UNITED STATES.

JUNE 20, 1838.

Submitted, and ordered to be printed.

MR. KNIGHT submitted the following

REPORT:

[To accompany Senate Bill No. 367.]

*The Committee on the Post Office and Post Roads, to which was referred the petition of W. B. Stokes, surviving partner of Stockton & Stokes, and J. C. Stockton, report :*

It appears to the committee that Stockton & Stokes, and J. C. Stockton, contracted to carry the mail from Augusta, Georgia, to Blakeley, in Alabama, (on what is called the lower route,) in the year 1836; and, at the same time, Stockton & Stokes were contractors to carry the mail on what is called the upper route from said Augusta, by the way of Montgomery and Blakeley, to Mobile. The mails by the lower and upper route united at Blakeley, and were thence carried to Mobile by Stockton & Stokes, the contractors on the upper route. The upper route was intercepted by Indians, and the mail was transferred to the lower route, and carried by Stockton & Stokes, and J. C. Stockton, from 14th May to 26th July, making thirty six trips; and they now claim additional compensation for thus carrying the mail on the lower route. It appears, also, that the Postmaster at Mobile entered into a contract with John C. Stockton, for himself and the said Stockton & Stokes, to carry the mail of the upper route on the lower route, which contract the Postmaster General disavowed, and is, therefore, considered by the committee not only exorbitant, but null and void, and of no effect. It appears to the committee that it is less expense to carry a mail on one route than on two at the same time; and if Stockton & Stokes received pay for transporting the mail on the upper route the whole time, they would not be entitled to much additional compensation for carrying it on the lower route the thirty-six trips, when it was not carried on the upper route. But, if there was a pro-rata deduction from their pay for the time the mail was intercepted on the upper route, the amount of that deduction should be paid over to the contractors on the lower route. The contractors on the lower route should receive as much for carrying the mail as the contractors on the upper route would have been entitled to have received for performing the same service. And if the contractors on the lower route incurred any additional or extra expense, to enable them to carry the mail from Augusta to Blakeley, thrown upon them in consequence of the obstruction of the upper route, perhaps justice and equity might require such reasonable expense to be reimbursed

Blair & Rives, printers.

by the department. But, as no interruption occurred between Blakeley and Mobile, it is presumed the old conveyance of Stockton & Stokes remained on that part of the route, and carried the mail from Blakeley to Mobile; and, therefore, no farther allowance is deemed necessary for that part of the service. But, if the former conveyance on that part of the route was discontinued, the fault was the contractors', (viz: Stockton & Stokes,) and no additional expense should accrue to the department by their neglect. However, from the cursory investigation the committee have made in this case, they will not pretend finally to decide on its merits, or to determine the amount of compensation adequate to the services rendered. But, in order that justice may be done to all parties concerned, the committee propose to submit the whole matter to the decision of the Postmaster General and the Auditor in the Post Office Department; and herewith report a bill.